

EXHIBIT 56

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE)	
)	
RS FIT NW LLC,)	
)	
DEBTOR.)	
_____)	
24 HOUR FITNESS)	
WORLDWIDE, INC.,)	
)	
PLAINTIFF,)	
)	
V.)	CHAPTER 11
)	
CONTINENTAL CASUALTY)	CASE NO.: 20-11558
COMPANY; ENDURANCE)	(KBO)
AMERICAN SPECIALTY)	
INSURANCE COMPANY; STARR)	
SURPLUS LINES INSURANCE)	
COMPANY; ALLIANZ GLOBAL)	
RISKS US INSURANCE)	
COMPANY; LIBERTY MUTUAL)	
INSURANCE COMPANY;)	
BEAZLEY-LLOYD'S)	
SYNDICATES 2623/623;)	
ALLIED WORLD NATIONAL)	
ASSURANCE COMPANY; QBE)	
SPECIALTY INSURANCE)	
COMPANY; AND GENERAL)	
SECURITY INDEMNITY)	
COMPANY OF ARIZONA,)	
)	
DEFENDANTS.)	
_____)	

ORAL DEPOSITION OF MELANIE WOLSKI,
PERSON MOST QUALIFIED FOR
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
OCTOBER 28, 2022

REPORTED BY: CHRISTINE E. SPERBECK, CSR, RPR

JOB NO. 77332

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MELANIE WOLSKI**October 28, 2022**

Page 2	Page 4
<p>1 ORAL DEPOSITION of MELANIE WOLSKI, produced as a 2 witness at the instance of the Defendant, and duly 3 sworn, was taken in the above-styled and numbered cause 4 on October 28, 2022, from 12:14 P.M. CST to 4:30 P.M. 5 CST, before Christine Sperbeck, CSR in and for the State 6 of California, reported by machine shorthand, remotely 7 via Microsoft Teams videoconferencing, with all parties 8 appearing from their respective homes and/or offices, 9 pursuant to the Federal Rules of Civil Procedure.</p>	<p>1 FOR THE DEFENDANTS STARR SURPLUS LINES INSURANCE COMPANY AND BEAZLEY-LLOYD'S SYNDICATES 2623/623: 2 ALSO PRESENT: 3 HINSHAW LAW BY: FERDUSI CHOWDHURY, ESQ. 4 800 THIRD AVENUE, 13TH FLOOR NEW YORK, NY 10022 5 (212) 471-6200 FCHOWDHURY@HINSHAWLAW.COM 6 7 FOR THE DEFENDANT CONTINENTAL CASUALTY COMPANY: 8 DLA PIPER BY: MATTHEW DENN, ESQ. 9 1201 NORTH MARKET STREET, SUITE 2100 WILMINGTON, DE 19801 10 (302) 468-5700 MATTHEW.DENN@US.DLAPIPER.COM 11 12 ALSO PRESENT: 13 JOEL CARRETER, VIDEOCONFERENCE TECHNICIAN 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 3	Page 5
<p>1 A P P E A R A N C E S 2 (ALL APPEARANCES VIA MICROSOFT TEAMS VIDEOCONFERENCE) 3 4 FOR THE PLAINTIFF 24 HOUR FITNESS WORLDWIDE, INC.: REED SMITH, LLP BY: NATALIE OCHOA, ESQ. 5 101 SECOND STREET, SUITE 1800 SAN FRANCISCO, CA 94105 (415) 543-8700 NOCHOA@REEDSMITH.COM 6 7 8 9 FOR THE DEFENDANT ALLIANZ GLOBAL RISKS US INSURANCE COMPANY: 10 CLYDE & CO. BY: MARLIE MCDONNELL, ESQ. 271 17TH STREET NW, SUITE 1720 ATLANTA, GA 30363 (404) 410-3150 MARLIE.MCDONNELL@CLYDECO.US 11 12 FOR THE DEFENDANT LIBERTY MUTUAL INSURANCE COMPANY: ROBINSON & COLE BY: JOEL McNABNEY, ESQ. 777 BRICKELL AVENUE, SUITE 680 MIAMI, FL 33131 (786) 725-4119 JMCNABNEY@RC.COM 13 14 15 16 17 18 19 FOR THE DEFENDANT ALLIED WORLD NATIONAL ASSURANCE COMPANY: 20 MOUND COTTON WOLLAN & GREENGRASS, LLP BY: ANDREA ORTIZ, ESQ. THREE GREENWAY PLAZA, SUITE 1300 HOUSTON, TX 77046 (281) 572-8350 AORTIZ@MOUNDCOTTON.COM 21 22 23 24 25 First Legal Depositions - Calendar@firstlegal.com (CONTINUED ON NEXT PAGE)</p>	<p>1 I N D E X 2 APPEARANCES 3 MELANIE WOLSKI 4 EXAMINATION BY MS. OCHOA 5 REPORTER'S CERTIFICATE 6 7 8 9 E X H I B I T S 10 NO. DESCRIPTION PAGE 11 EXHIBIT A PLAINTIFF'S AMENDED NOTICE OF 12 30(B)(6) DEPOSITION TO ALLIANZ 12 GLOBAL RISKS US INSURANCE COMPANY 13 EXHIBIT B DOCUMENT BATES-LABELED 35 AGRUS000352 14 EXHIBIT C DOCUMENTS BATES-LABELED 42 AGRUS000365-000383 15 16 EXHIBIT D DOCUMENTS BATES-LABELED 49 AGRUS000400-000401 17 EXHIBIT E DOCUMENTS BATES-LABELED 59 AGRUS000288-000351 18 19 EXHIBIT F ALLIANZ DOCUMENT TITLED 82 "COVID-19 CHANGING CLAIMS PATTERNS" 20 EXHIBIT G DOCUMENTS BATES-LABELED 86 AGRUS000402-000406 21 EXHIBIT H DOCUMENTS BATES-LABELED 88 AGRUS000428-000443 22 23 24 25 (CONTINUED ON NEXT PAGE)</p>

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2 to 5

MELANIE WOLSKI

October 28, 2022

			Page 6		Page 8
1	EXHIBIT I	DOCUMENTS BATES-LABELED AGRUS000446-000455	95	1	Q And did your office physically shut down during the pandemic?
2	EXHIBIT J	DOCUMENTS BATES-LABELED AGRUS000467-000479	108	3	A I don't know if it actually shut down, but we were just encouraged to work from home.
3	EXHIBIT K	DOCUMENTS BATES-LABELED AGRUS000482-000494	119	5	Q Okay. So there wasn't a formal, like, you can't come into the office for X amount of months or X amount of weeks?
4	EXHIBIT L	DOCUMENTS BATES-LABELED AGRUS000502-000518	120	7	A I don't remember.
5	EXHIBIT M	DOCUMENTS BATES-LABELED AGRUS000521-000535	123	9	Q Okay. Do you remember just generally what the COVID protocol was for your company?
6	EXHIBIT N	DOCUMENTS BATES-LABELED AGRUS001005-001011	125	11	MS. McDONNELL: Object to the form.
7	EXHIBIT O	DOCUMENTS BATES-LABELED AGRUS000541-AGRUS000563	132	12	THE WITNESS: In regards to the office or just working or --
8				13	BY MS. OCHOA:
9				14	Q Just, like, your -- if someone tests positive for COVID, you're not able to go into the building or anything like that?
10				15	A Yeah, if we tested positive, we obviously wouldn't be able to go into the building. And then I think if we were to enter the building, we were required to wear a mask.
11				16	Q Cool. Okay.
12				17	So I'd like to go over a couple of ground rules relating to the fact that the deposition is remote.
13				18	Can you affirm that you won't use any text
14					
15		QUESTIONS INSTRUCTED NOT TO ANSWER			
16		PAGE LINE			
17		75 2			
18		107 18			
19		121 16			
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			Page 7		Page 9
1		OCTOBER 28, 2022		1	messages, chats, e-mails, or any other form of communication while testifying today?
2		12:14 P.M. CST - 4:30 P.M. CST		3	A Yes.
3		---oo0---		4	Q Can you affirm that you won't review any notes or any other documentation while testifying except for the exhibits that I ask you to pull up?
4				5	A Yes.
5		MELANIE WOLSKI,		6	Q And did you bring any notes with you today?
6		HAVING BEEN FIRST DULY SWORN,		7	A No.
7		WAS EXAMINED AND TESTIFIED AS FOLLOWS:		8	Q Is anyone in the room with you?
8				9	A No.
9		EXAMINATION		10	Q If at any point someone joins you in the room, make sure to just let me know and we can disclose their presence and then move forward after they exit.
10		BY MS. OCHOA:		11	Does that make sense?
11		Q Good morning. My name is Nat Ochoa, and I'm representing 24 Hour Fitness in this case.		12	A Yes.
12		How are you?		13	Q Have you ever given any testimony before?
13		A Good. How are you?		14	A Yes.
14		Q Doing well.		15	Q And was that at a deposition or a trial?
15		Can you please state and spell your full name for the record.		16	A A deposition.
16		A Melanie Wolski, M-e-l-a-n-i-e; and then Wolski is W-o-l-s-k-i.		17	Q How many times would you say?
17		Q Is it okay if I call you Ms. Wolski throughout the deposition?		18	A I would say at least five.
18		A Yes.		19	Q And generally what did those matters relate to?
19		Q Great.		20	A Property insurance claims.
20		Are you in your office or at home today?		21	Q Any involving COVID-19?
21		A I'm at home.		22	
22				23	
23				24	
24				25	
25					

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6 to 9

MELANIE WOLSKI

October 28, 2022

Page 66	Page 68
<p>1 access to the building even if it doesn't say 2 specifically, "You can't go in and out of the building"?</p> <p>3 A Say that again.</p> <p>4 Q If a government order says something like, "You 5 must shut down your facility," is that enough to 6 constitute prohibiting access, as opposed to a 7 government order like the example you gave saying, "We 8 are prohibiting from you leaving or coming into a 9 building"?</p> <p>10 MS. MCDONNELL: Object to the form.</p> <p>11 THE WITNESS: I think I would just have to read 12 the entire order and, like, what it says.</p> <p>13 BY MS. OCHOA:</p> <p>14 Q You can't tell me one way or another if an 15 order in a situation said, "You have to shut down your 16 facility under this policy provision," whether that 17 would constitute prohibiting access?</p> <p>18 A Just because you have to shut down, like, say 19 the business operations doesn't mean that someone can't 20 enter or leave the building. That's kind of two 21 different things of what you're -- what you just said.</p> <p>22 Q Okay. So to your -- it's your understanding 23 that saying something like, "You must shut down your 24 facility," as opposed to, "You can't go in and out" -- 25 those are two different things?</p>	<p>1 BY MS. OCHOA: 2 Q Why not? 3 A I think that there needs to be a timeline of 4 when they entered the location as well as, you know, 5 say -- also if they tested positive -- tested positive 6 and also when -- in regards to when they tested positive 7 when they entered the location.</p> <p>8 Q What about if someone hypothetically tested 9 positive, is positive for COVID-19, walks into a 24 Hour 10 Fitness location? Would you agree that then COVID-19 is 11 at the 24 Hour Fitness location if they were actively 12 positive for COVID-19?</p> <p>13 A Yes, it could be.</p> <p>14 Q What do you mean by "it could be"? When 15 couldn't it be?</p> <p>16 A I mean, it just depends on the circumstances. 17 I mean, if they're sitting there -- if they're walking 18 in and walking out, it doesn't necessarily mean -- are 19 they wearing a mask? It -- it just depends.</p> <p>20 Q So it doesn't necessarily -- just because -- 21 it's your understanding that if someone has COVID and 22 they walk into a building, whether or not the 23 building -- whether or not that location -- excuse me. 24 If someone walks into a building actively with 25 COVID-19, whether or not that location would have the</p>
<p>1 A Correct.</p> <p>2 Q Okay. And the policy in -- to your knowledge, 3 is meant to cover the latter, the -- "You can't go in 4 and out of the building"?</p> <p>5 A What do you mean "the latter"?</p> <p>6 Q Like, it -- it applies to -- we gave the two 7 examples where they're different, the -- "You have to 8 shut down your facility," versus, "You can't go in and 9 out of the building."</p> <p>10 To your knowledge, it's your understanding that 11 the policy is meant to cover the -- "You can't go in and 12 out of the building"?</p> <p>13 A Yeah. That's prohibited access.</p> <p>14 Q Okay. If we could look at Subdivision (a), it 15 says, "Due" -- so, "All coverage above must be directly 16 resulting from access being prohibited to a described 17 location or any portion thereof, (a) Due to the actual 18 presence of and the spread of communicable diseases at 19 the described location."</p> <p>20 So just looking at (a) there, do you agree that 21 if someone infected with COVID-19 entered a location, 22 that that would mean that COVID-19 would be present at 23 the location?</p> <p>24 MS. MCDONNELL: Object to the form.</p> <p>25 THE WITNESS: Not necessarily.</p>	<p>1 presence of COVID would depend upon certain things such 2 as if they were wearing a mask or if they just walked in 3 or walked out?</p> <p>4 A I mean, like I said, it could be present. 5 Q I'm just trying to figure out when you're 6 saying what that could and could not be present. So -- 7 and you -- you said that it could be present unless 8 they, like, walked in and out of the building or there 9 was a circumstance like they were wearing a mask. 10 So I'm trying to figure out if a person 11 actively with COVID-19 walks into a 24 Hour Fitness 12 location, when would that mean that the location has the 13 presence of COVID-19, in what circumstance?</p> <p>14 A There could be the presence of COVID-19 there. 15 Q Right. But when couldn't there be, then? 16 Like, when would a person that actively has COVID, 17 walked into a premises -- when wouldn't there be the 18 presence of COVID at that premises then?</p> <p>19 MS. MCDONNELL: Object to the form.</p> <p>20 THE WITNESS: I'm not sure.</p> <p>21 BY MS. OCHOA: 22 Q Okay. So according to this endorsement, there 23 may be a situation where someone is actively infected 24 with COVID-19, walks into a premises, COVID-19 may be on 25 those premises or it may not, but you're not sure of any</p>

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66 to 69

MELANIE WOLSKI

October 28, 2022

Page 70	Page 72
<p>1 other situation where it would not? Like, you can't 2 recall that distinction then?</p> <p>3 A Correct. But again, like I said, they would 4 have to have a test -- a positive test and then walk 5 into the premise. We would need to know the timeline 6 and that they did, in fact, test positive.</p> <p>7 Q So if a person tested positive for COVID on a 8 Monday -- for COVID on Monday and walked into a gym on 9 Tuesday or Wednesday, would that mean that there is the 10 presence of COVID-19 in the gym?</p> <p>11 A It depends on the circumstances. That could 12 have been the last day that they had COVID when they got 13 tested. I would say it would have to be the exact same 14 day.</p> <p>15 Q Okay. So they would have to -- in order for 16 COVID to be on the premises, the person would have to 17 be -- test positive for COVID and walk into the gym that 18 same day?</p> <p>19 A Yes.</p> <p>20 Q Okay. Have you ever consulted anyone to figure 21 out what type of information a policyholder would need 22 to present to satisfy this kind of endorsement?</p> <p>23 A In regards to this particular endorsement? I 24 would say -- examples would be that there has to be an 25 actual presence of and spread of; there has to be some</p>	<p>1 accurate?</p> <p>2 A Those are examples.</p> <p>3 Q What are other examples that would satisfy this 4 endorsement besides what I just mentioned?</p> <p>5 A That's all I can think of right now.</p> <p>6 Q Okay. And have you -- did you ever consult 7 anyone else about what a policyholder would need to 8 satisfy for this particular endorsement?</p> <p>9 A No.</p> <p>10 Q And did you ever -- you didn't ever discuss 11 with Mr. Allen the information that 24 Hour Fitness 12 could provide; is that right?</p> <p>13 A Correct. I never spoke to him.</p> <p>14 Q And none of the other insurers, right?</p> <p>15 A Correct.</p> <p>16 Q What about Ms. Reyes?</p> <p>17 A I don't think I spoke to Ms. Reyes on this 18 particular endorsement.</p> <p>19 Q Are you aware that 24 Hour Fitness sent 20 information to the insurers about individuals that 21 tested positive for COVID-19 that were at 24 Hour 22 Fitness's premises?</p> <p>23 A I -- they didn't test positive. It was 24 presumed that they were infected and at the location. 25 It wasn't confirmed.</p>
<p>1 order saying that access is prohibited; and then there 2 also has to be -- the insured has to incur clean-up 3 costs.</p> <p>4 Q Okay. So those are the things that you just 5 listed would need to be satisfied, the evidence that 6 would need to be shown to satisfy this endorsement?</p> <p>7 A Yes, I would say those are examples.</p> <p>8 Q And those examples that we talked about before 9 with regard to these specific things is, one, access 10 would need to be prohibited, i.e., you can't go in and 11 out, as you said; two, it has to be at a described 12 location, which you said it has to refer to a specific 13 building or have an address; and three, there has to be 14 the actual presence, i.e., a person has to actively have 15 tested positive and walked into the gym that day, right?</p> <p>16 MS. MCDONNELL: Objection. She said those are 17 examples, so please don't mischaracterize the testimony.</p> <p>18 BY MS. OCHOA:</p> <p>19 Q Is that -- is that correct, what I just 20 described? Is that an example of what would satisfy 21 this endorsement?</p> <p>22 A And then I think the other example I gave was 23 they would have to incur clean-up costs. I don't think 24 you said that.</p> <p>25 Q And -- okay. And then clean up costs is that 855.348.4997</p>	<p>1 Q In every -- in every instance you're saying it 2 wasn't confirmed?</p> <p>3 A The ones that the insured provided.</p> <p>4 Q And where are you getting that information 5 based off of?</p> <p>6 A That was in one of the -- that was part of the 7 claims file, and it was part of the answer to one of the 8 RFIs.</p> <p>9 Q So is it your understanding that 24 Hour 10 Fitness did not provide one instance where someone 11 tested positive for COVID-19?</p> <p>12 MS. MCDONNELL: Object to the form.</p> <p>13 If she's referring to a document in the list, 14 I'd prefer if we pulled it up.</p> <p>15 By MS. OCHOA:</p> <p>16 Q I'm just asking right now based off of your -- 17 and we'll -- we'll pull it up.</p> <p>18 But based off of your understanding right now, 19 you don't recall 24 Hour Fitness ever providing a 20 positive -- an instance of a positive test?</p> <p>21 A It might have been positive, but they weren't 22 then on the premise. I mean the timeline was off. I 23 would like to see it in front of me.</p> <p>24 Q Okay. We'll pull -- we'll pull it up. I'll --</p>

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70 to 73

MELANIE WOLSKI

October 28, 2022

Page 126	Page 128
<p>1 Q Do you know who Odell Bradley is?</p> <p>2 A No.</p> <p>3 Q You've never heard of him before or worked with</p> <p>4 him before in any capacity?</p> <p>5 A Not that I can recall.</p> <p>6 Q I'll represent that he is the adjuster for CNA</p> <p>7 or the claims handler for CNA.</p> <p>8 If we go to Bates 001008 --</p> <p>9 A Okay.</p> <p>10 Q In that e-mail that you can see on the screen,</p> <p>11 it's from Odell Bradley, sent June 25th, 2020, to Mike</p> <p>12 Allen and the insurer representatives.</p> <p>13 MS. OCHOA: And if we could scroll down,</p> <p>14 just -- thank you. Keep scrolling if you can. That's</p> <p>15 good.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q It says, "Market, after further review of</p> <p>18 endorsement for interruption by communicable disease, I</p> <p>19 believe it is best to engage coverage counsel moving</p> <p>20 forward." And then it appears that he copies the</p> <p>21 interruption by communicable disease endorsement and</p> <p>22 that it continues on to 001009, if we could scroll down.</p> <p>23 And he writes, "There seems to be a good chance</p> <p>24 business interruption coverage will be triggered. I</p> <p>25 think we all agree. However, there is a question based</p>	<p>1 A Yeah, meaning I don't know why he said that or</p> <p>2 what he meant by that.</p> <p>3 Q You just know that it was after having received</p> <p>4 a bunch of information from 24 Hour Fitness and the</p> <p>5 market having discussions about the claim?</p> <p>6 A What's the question?</p> <p>7 Q You don't know what he meant by this, correct?</p> <p>8 You just know that this e-mail was sent after the market</p> <p>9 had discussions and after 24 Hour Fitness provided</p> <p>10 responses to information requests?</p> <p>11 A Yeah, but what he said is he didn't speak on</p> <p>12 behalf of the market. But yeah, so it was after the</p> <p>13 insured -- according to the dates it was after the</p> <p>14 insured submitted the communications that they did to</p> <p>15 the independent adjuster.</p> <p>16 Q When he says, "I think we all agree," who do</p> <p>17 you -- who is he referring to when he says "we," do you</p> <p>18 think?</p> <p>19 A I don't know.</p> <p>20 Q Could it be the other market insurers on this</p> <p>21 e-mail?</p> <p>22 A Well, it seems that no one responded to this</p> <p>23 e-mail.</p> <p>24 Q I was going to ask about that.</p> <p>25 Why do you think an adjuster for Allianz would</p>
Page 127	Page 129
<p>1 on language of the endorsement that is not</p> <p>2 straightforward specifically speaking to business</p> <p>3 interruption."</p> <p>4 This e-mail was written in June of 2020, June</p> <p>5 25th, 2020. This was after the insurers had already</p> <p>6 received a number of rounds of responses to information</p> <p>7 requests from 24 Hour Fitness that we already looked at,</p> <p>8 right?</p> <p>9 A Yes.</p> <p>10 Q And is it your understanding that Mr. Bradley's</p> <p>11 comment reflects that there seems to be a good chance of</p> <p>12 business interruption as triggered based -- was that</p> <p>13 based on the information that the market had at that</p> <p>14 point?</p> <p>15 A Say the question again. I'm sorry.</p> <p>16 Q No worries.</p> <p>17 His comment that there seems to be a good</p> <p>18 chance that business interruption coverage was</p> <p>19 triggered -- was that, to your knowledge, based upon</p> <p>20 information that the market had at that point?</p> <p>21 A I don't exactly know what he meant when he said</p> <p>22 that.</p> <p>23 Q So you don't know what he meant when he said</p> <p>24 there's a good chance that business interruption</p> <p>25 coverage will be triggered?</p>	<p>1 not respond to an e-mail from a market insurer about a</p> <p>2 coverage determination if they don't agree with the</p> <p>3 position?</p> <p>4 MS. MCDONNELL: Object to the form.</p> <p>5 If you know.</p> <p>6 THE WITNESS: I feel like if she -- if she</p> <p>7 agreed, she would have responded that she agreed, but</p> <p>8 she didn't respond.</p> <p>9 BY MS. OCHOA:</p> <p>10 Q So if she agreed, she would have responded; but</p> <p>11 if she didn't agree, you wouldn't respond?</p> <p>12 MS. MCDONNELL: Object to form.</p> <p>13 THE WITNESS: I don't know why she didn't</p> <p>14 respond. But she didn't say anywhere that she did</p> <p>15 agree.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q She didn't say anywhere that she did agree and</p> <p>18 she didn't say anywhere that she didn't agree?</p> <p>19 A No. I just said she didn't respond saying that</p> <p>20 she agreed to that statement.</p> <p>21 Q Would you think it's important, if someone like</p> <p>22 you evaluating coverage determination -- if you didn't</p> <p>23 agree with an insurer's coverage analysis, to respond</p> <p>24 and say that you did not agree?</p> <p>25 MS. MCDONNELL: Object to the form. It's</p>

MELANIE WOLSKI

October 28, 2022

<p>1 BY MS. OCHOA:</p> <p>2 Q Is it Allianz's position that it's not 3 important to respond to an e-mail where another insurer 4 makes a coverage determination that Allianz does not 5 agree with?</p> <p>6 A I mean, they don't necessarily have to tell the 7 market what their coverage position is, because at the 8 end of the day they go by, you know, what their policy 9 says and what the coverage is. And they can write their 10 own coverage letter like, for example, Sampo did.</p> <p>11 Q So would you say that it's Allianz's position 12 that it's not important to respond to a coverage 13 determination e-mail by a different insurer if Allianz 14 disagrees with it?</p> <p>15 MS. MCDONNELL: Object to the form; asked and 16 answered.</p> <p>17 THE WITNESS: I mean, they could respond, but I 18 don't think they absolutely need to or it's important. 19 I mean, there could have been a phone conversation about 20 it.</p> <p>21 BY MS. OCHOA:</p> <p>22 Q Are you aware of a phone conversation about it?</p> <p>23 A No. But I'm aware that Allianz didn't agree -- 24 or Lourdes didn't agree with the statement.</p> <p>25 Q And you're aware that she didn't respond and</p>	<p>Page 134</p> <p>1 MS. MCDONNELL: Object to the form.</p> <p>2 THE WITNESS: I think, again, it was the 3 initial stages of the claim, so we asked them to prove 4 the actual presence, and then we kept following up 5 requesting more information. They would respond, but 6 then, you know, a coverage determination wasn't made, 7 and then they filed suit.</p> <p>8 So we could have got there, but at that -- or 9 we didn't because we just -- the insured went to suit.</p> <p>10 BY MS. OCHOA:</p> <p>11 Q Okay. So I'm just trying to understand the 12 response.</p> <p>13 So it's Allianz's position that they did not 14 ask for those specific things that were needed to show 15 the actual presence of COVID-19 like what we've been 16 talking about this entire time, the specific date of the 17 test and the specific day that they walked in being on 18 that same day. They didn't ask for that, but they could 19 have continued to ask -- they could have asked for that 20 down the line, but the insured filed suit?</p> <p>21 A Correct.</p> <p>22 Q And do you think that -- strike that.</p> <p>23 MS. OCHOA: Let's end it at that. That's fine. 24 I have no more questions.</p> <p>25 MS. MCDONNELL: I don't have any.</p>
<p>Page 135</p> <p>1 Allianz didn't respond?</p> <p>2 A Right. But I know she didn't agree, because I 3 spoke to her about that.</p> <p>4 Q In preparation for this deposition?</p> <p>5 A Yes.</p> <p>6 Q Is it Allianz's position that not asking for 7 specific documentation of what needs to show the actual 8 presence like we've been talking about -- i.e., the date 9 that the person tested positive and the same date that 10 they entered the building -- is appropriate? In other 11 words, that Allianz does not need to do that?</p> <p>12 MS. MCDONNELL: Object to the form.</p> <p>13 THE WITNESS: I mean, I think, like I said 14 before, they -- we did request information in regards to 15 there being an actual presence, and it was an ongoing 16 investigation. It was the beginning stages of the claim 17 as well. I -- I guess that's the end.</p> <p>18 BY MS. OCHOA:</p> <p>19 Q I mean just specific; not just the actual 20 presence language.</p> <p>21 I'm asking, is it Allianz's position that they 22 did not have to ask the insured, "You need to show the 23 actual presence by submitting a positive test and 24 evidence that they walked into the gym on the same day 25 that they tested positive"? First Legal Depositions - Calendar@firstlegal.com 855.348.4997</p>	<p>Page 136</p> <p>1 MS. OCHOA: Great. I think we can go off the 2 record.</p> <p>3 (Brief discussion held off the record.)</p> <p>4 MS. OCHOA: There have been numerous objections 5 about questions being outside the scope of the 30(b)(6) 6 amended notice, and I -- we want to reserve our right to 7 be able to meet and confer on those but also compel a 8 further 30(b)(6) to the extent that we see necessary or 9 move to compel. And I just want to put that on the 10 record.</p> <p>11 MS. MCDONNELL: And can I ask on what 12 grounds -- what you're specifically -- what you have an 13 issue with?</p> <p>14 MS. OCHOA: There were just numerous instances 15 where there were objections for outside the record, and 16 I believed that I was asking for Allianz's position with 17 regard to this claim and Allianz's position generally 18 with regard to coverage, and there was objections and 19 instructions not to answer. And so that's what we're 20 maintaining our -- our right to assert.</p> <p>21 MS. MCDONNELL: Okay.</p> <p>22 THE COURT REPORTER: All right. Off the 23 record?</p> <p>24 MS. OCHOA: Yep.</p>

First Legal Depositions - Calendar@firstlegal.com
855.348.4997

134 to 137

MELANIE WOLSKI

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**First Legal Depositions - Calendar@firstlegal.com
855.348.4997**

138 to 140